



## ILLINOIS COMMERCE COMMISSION

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October 5, 2006

Forest Preserve District of Cook County, a body politic and corporate,  
Petitioner,

Vs.

Burlington Northern Santa Fe Railway Co., a Delaware Corporation,  
Respondent.

Petition to construct a new 10' wide multi-purpose underpass  
recreational trail in Lemont, Cook County, Illinois.

T06-0089

Ms. Lauren Gore  
Forest Preserve District of Cook County  
69 West Washington Street  
Chicago, IL 60602

Dear Ms. Gore:

Receipt is acknowledged of the original and two (2) copies of the Petition filed October 4, 2006 in the above matter.

**All future correspondence/pleadings should be filed with an original and two (2) copies and addressed to: Mr. Dave Lazarides, Acting Director of Processing, Illinois Commerce Commission, 527 East Capitol Avenue, Springfield, IL 62701 or you may file the original electronically through E-docket if you have an account. To apply for an account, please log on to [www.icc.illinois.gov](http://www.icc.illinois.gov) and apply for an E-docket account.**

Processing and Information Section

KI

Cc: Mr. Michael L. Sazdanoff, BNSF  
Mr. W. Douglas Werner, BNSF  
Mr. Craig Rasmussen, BNSF  
Ms. Patricia J. Casler, BNSF  
Mr. Duncan Hughes, URS Corporation  
Mr. Adnan Nammari, Forest Preserve District of Cook County

**COPY**

STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION

**RECEIVED**

OCT 4 2006

Illinois Commerce Commission  
RAIL SAFETY SECTION

Forest Preserve District of Cook County, )  
a body politic and corporate, )  
 )  
PETITIONER, )  
 )  
vs. )  
 )  
Burlington Northern Santa Fe Railway Co., a )  
Delaware Corporation, )  
 )  
RESPONDENT. )

706-0089

**PETITION**

Now comes the Forest Preserve District of Cook County (Petitioner), and respectfully petitions the Illinois Commerce Commission (Commission) as follows:

1. Petitioner is a body politic and corporate located in Cook County in the State of Illinois.
2. The Burlington Northern and Santa Fe Railway Company (BNSF), a Delaware Corporation, is a registered rail carrier operating in the State of Illinois.
3. There is an existing railroad bridge (Line Segment 7000, Milepost 24.7, Chillicothe Subdivision) carrying the BNSF tracks over Canal Bank Road, a private road under the jurisdiction of Metropolitan Water Reclamation District of Greater Chicago, and the Chicago Sanitary and Ship Canal, in unincorporated Lemont, Cook County, Illinois.
4. Petitioner requests to construct a new 10'-wide multi-purpose recreational trail under the aforesaid BNSF railroad bridge, in accordance with the Railroad Underpass Plans and Details as shown in Exhibit A, consisting of six sheets, attached hereto and made a part hereof (hereinafter referred to as the "Drawings").
5. The multi-purpose trail underpass is needed by Petitioner to complete a thirteen mile segment of a comprehensive regional trail system commonly known as the "Centennial Trail," which will be heavily used by pedestrians and bicyclists
6. If approved and constructed, the Petitioner will reimburse the Burlington Northern Santa Fe Railway Company for all costs incurred relating to such improvements.
7. If approved and constructed, the trail improvements and railroad underpass will be maintained by the Forest Preserve District of Cook County, with law enforcement authority provided by the Forest Preserve District of Cook County.
8. Petitioner requests that its proposed Drawings be approved by the Commission as complying with any requirements.
9. Petitioner request that the approvals sought in this petition be granted without a hearing.

**DOCKETED**

OCT - 4 2006

10. Petitioner agrees to accept service by electronic means as provided for in Section 200.1050.

Respectfully Submitted,

Forest Preserve District of Cook County,  
a body corporate and politic

By: Lauren W Gore  
Lauren Gore, Assistant Chief Attorney

LAUREN GORE  
69 West Washington Street  
Chicago, Illinois 60602  
Telephone: (312) 603-0079  
Facsimile: (312) 603-9850  
e-mail: [lgore@cookcountygov.com](mailto:lgore@cookcountygov.com)

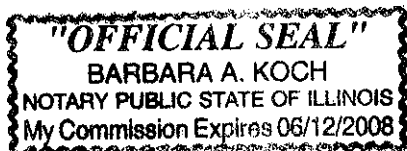
#### VERIFICATION

I, Lauren Gore, first being duly sworn on oath, depose and say that I am the Assistant Chief Attorney for the Forest Preserve District of Cook County, Illinois and that I have read the foregoing Petition, know the contents thereof, and that the same is true in substance and in fact to the best of my knowledge and belief.

Lauren W Gore  
Lauren Gore, Assistant Chief Attorney


Subscribed and sworn to before me this  
3rd day of October, 2006.

Barbara A Koch  
Notary Public



PROOF OF SERVICE

I, Lauren Gore, certify that I have served copies of this Petition to the person listed on the attached Service List, at the address indicated by depositing the same in the U.S. Mail, postage fully prepaid at Chicago, Illinois, before 5:00 P.M. on October 3<sup>rd</sup>, 2006.

  
Lauren Gore, Assistant Chief Attorney

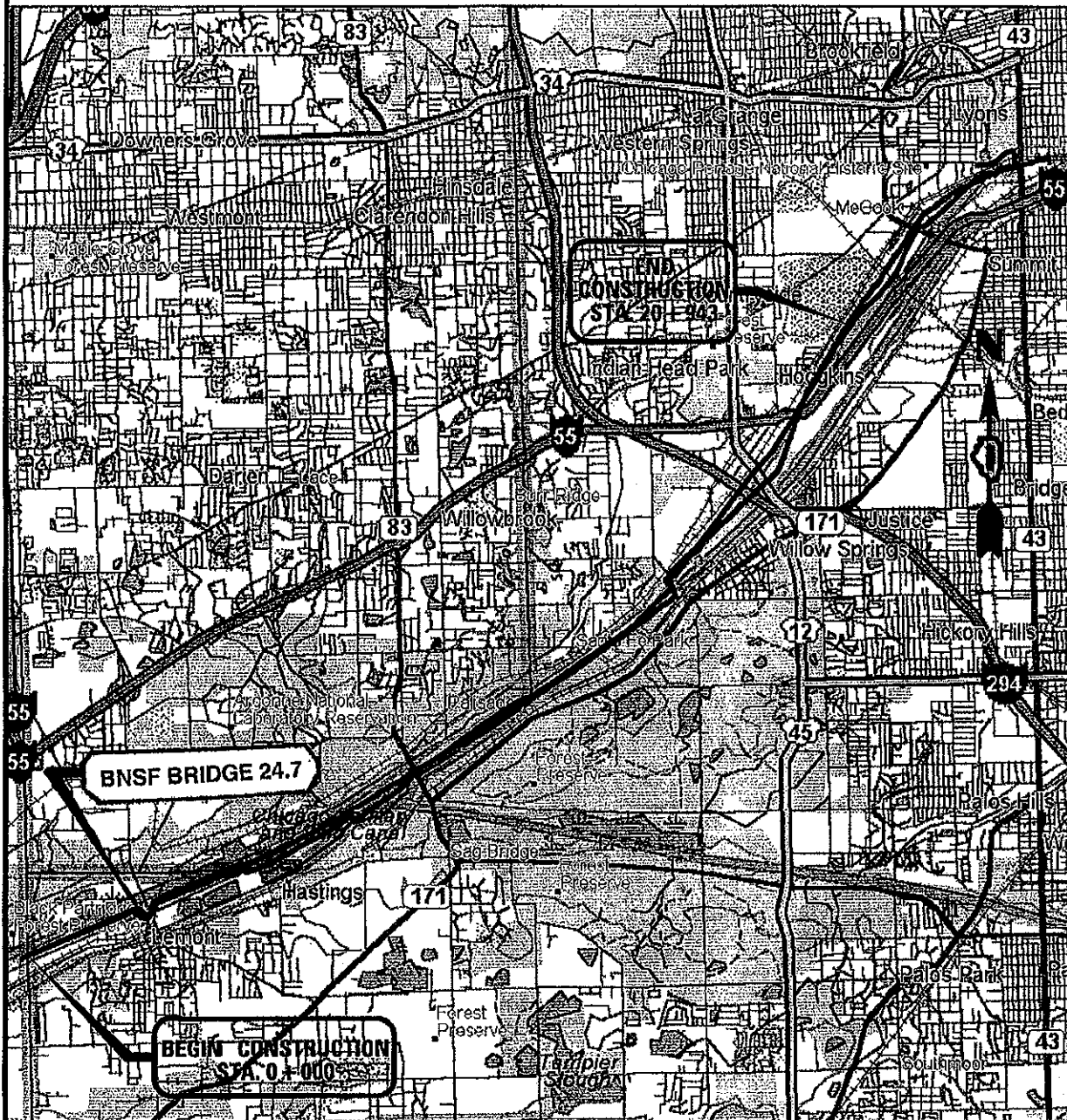
SERVICE LIST

ILLINOIS COMMERCE COMMISSION

DOCKET NO.

Patricia J. Casler  
Director, Suburban Services  
BNSF Railway Company  
547 W. Jackson Blvd., Suite 1509  
Chicago, IL 60661

# CENTENIAL TRAIL



D TopoQuads Copyright © 1979 Delorme Yearwood, ME 04096

4000 ft Scale: 1 : 87,500 Elevation: 16.3 Datum: WGS84

**LOCATION MAP**

**ICC PETITION  
EXHIBIT A-1**

**EXHIBIT "A"**

ATTACHED TO CONTRACT BETWEEN  
BNSF RAILWAY COMPANY  
AND

**COOK COUNTY FOREST PRESERVE**

SCALE: 1 IN. = 100 FT.

CHICAGO DIV.

CHILLICOTHE SUBDIV. L.S. 7000

DATE 06/22/2006

REVISED 07/12/2006



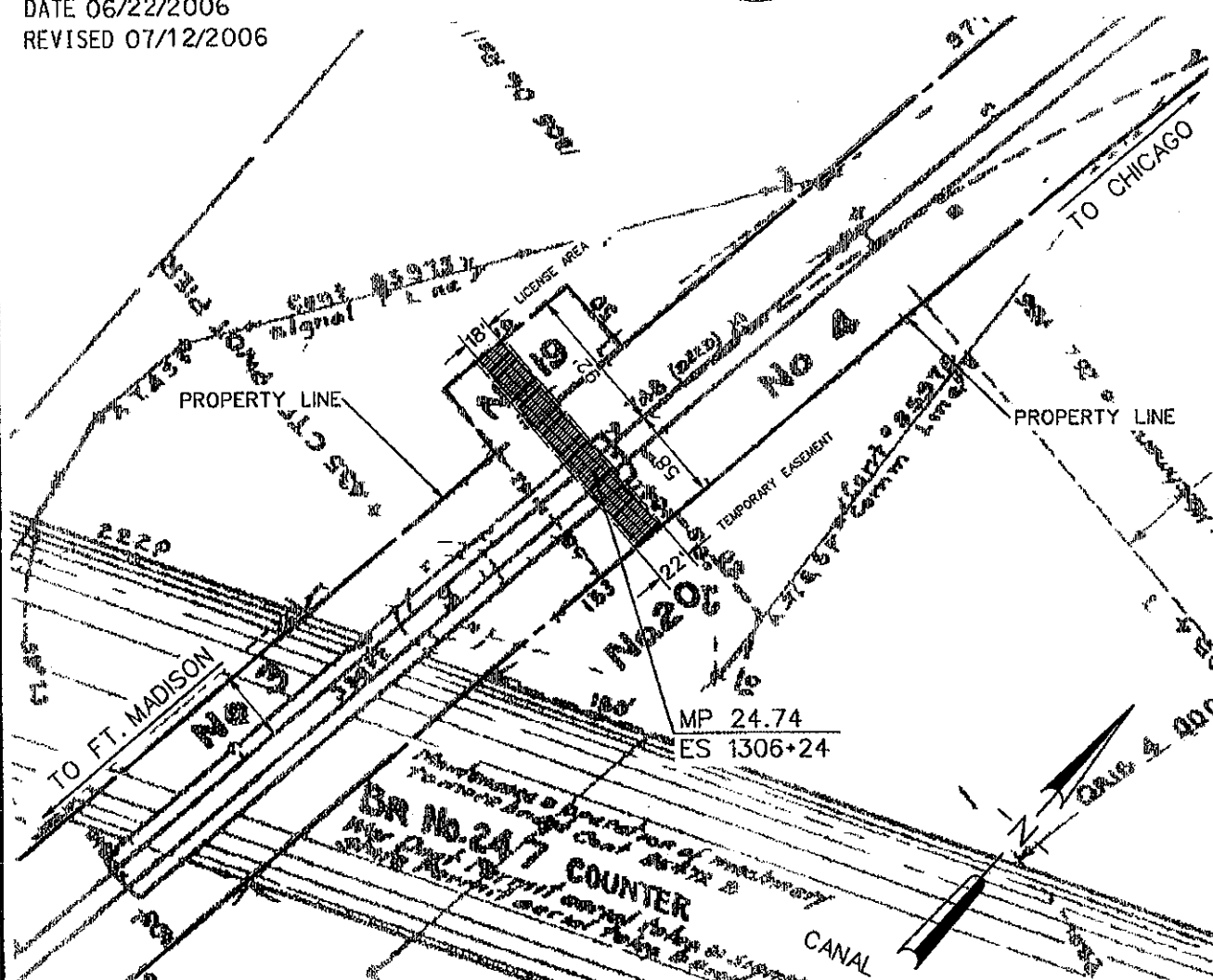
SECTION: 20

TOWNSHIP: 37N

RANGE: 11E

MERIDIAN: 3PM

MAP REF. 505635

**DESCRIPTION:**

A 18' BIKE TRAIL AND WALL SHOWN SHADED AND  
A 22' TEMPORARY EASEMENT SHOWN HATCHED FOR CONSTRUCTION.  
TRAIL AND WALL TO PASS UNDER RAILROAD BRIDGE.

AT LEMONT

COUNTY OF COOK

STATE OF IL

**ICC PETITION****EXHIBIT A-2**

Draft

## AGREEMENT

This Agreement ("Agreement") made and entered into in duplicate as of the \_\_\_\_ day of \_\_\_\_\_ 2006, by and between **BNSF RAILWAY COMPANY**, a Delaware Corporation, hereinafter called "Railroad", and the **COOK COUNTY PRESERVE DISTRICT OF COOK COUNTY, ILLINOIS**, a body corporate and politic, hereinafter called "Agency".

**WHEREAS**, the Agency proposes to construct a segment of the Centennial Trail underneath Canal Bank Road, in Lemont, Illinois. The improvements include construction of a pedestrian/bicycle underpass to be placed on the right of way of the Railroad, under Railroad bridge on Line Segment 7000, Milepost 24.7, Chillicothe Subdivision, Chicago Division, Lemont, Illinois, as shown on Exhibit "A", attached hereto and made a part hereof, and

**WHEREAS**, the term "Improvements" as used in this Agreement, refers to any of the above-described work located on the property of the Railroad and constructed in accordance with plans approved by the Railroad and the Agency and such plans when approved are made a part of this Agreement by reference thereto, and

**WHEREAS**, the parties desire to set forth in this instrument an agreement relating to the construction, maintenance, and allocation of costs of said Improvements and the changes made necessary in connection therewith:

**NOW, THEREFORE**, the parties hereto agree as follows:

### ARTICLE I

In consideration of covenants and conditions to be fulfilled by the Agency as hereinafter set forth, **RAILROAD AGREES**:

1. (a) To give or grant and hereby does give or grant to the Agency, its agents and contractors, a License upon and across Railroad's right of way, as shown cross-hatched on Exhibit "A", and the right to enter, locate, construct, use and maintain the Improvements on Railroad's right of way and other facilities, in accordance with plans and specifications as approved by the Railroad, and the Agency, the Railroad reserving, however, to Railroad, its successors, assigns tenants or lessees, the right to construct, operate, rearrange, and maintain along or across said right of way, such tracks, pipelines, communication lines, signal lines, electric lines and such other facilities as Railroad, its successors, assigns, tenants or lessees may from time to time find necessary or convenient, as will not unreasonably interfere with the use of the premises for said Improvement. Future expansion of the Railway's tracks within the vicinity of the Improvements will be at the Agency's sole cost and expense.

(b) To give or grant and hereby does give or grant to the Agency, its agents and contractors, the right to enter on and use the premises shown on Exhibit "A" for the construction of the Improvements. The right to enter upon and use the designated premises for construction purposes shall expire after notification to the Railroad of acceptance by the Agency of all

construction on the enhancement project for which this right to enter upon and use is hereby granted.

2. In the event that Railroad is required to perform any work to facilitate this project, then such work shall be performed by Railroad employees at the sole cost and expense of the Agency. The Railroad shall bill the Agency for all work performed, which will include labor, materials, tools, equipment, and additives and the Agency will promptly reimburse Railroad.

3. Railroad shall, immediately after plans are approved, deliver to the Agency a written schedule of its requirement for the number of flagmen and inspectors deemed necessary for the safety of Railroad property or the movement of its trains during the progress of the work while on Railroad right of way, or in connection with operations off Railroad's right of way affecting Railroad safety, and of the method to be used in computing its costs therefor. The Agency shall be liable for such costs and pay all such costs directly to the Railroad.

4. To provide in Exhibit "C", which is attached hereto, its requirements and methods of cost for Agency's contractor.

5. To present insofar as possible final detailed and itemized statement for work performed by Railroad at expense of the Agency within one hundred twenty (120) days after completion thereof, such statement to be on the basis of detailed and itemized cost for items set forth in the estimated therefor. The Railroad may present periodic itemized progress bills to the Agency for work as completed. Final payment will be made in the amount of the difference between the sum of the monthly payments made and the itemized audited statement for the total amount of the work performed by the Railroad upon completion of the work. In the event of overpayment, Railroad shall refund to the Agency such excess.

## **ARTICLE II**

In consideration of the covenants and conditions to be fulfilled by Railroad as herein set forth, **AGENCY AGREES:**

1. Prior to commencing any work on BNSF's property or right-of-way, Agency must pay BNSF the sum of twenty five hundred and No/100 Dollars (\$2,500.00) as compensation for this License.

2. To prepare all detail plans and specifications, including special provisions, for the Improvements involving the property of the Railroad, which plans and specifications shall be submitted to the Railroad for its approval. Such plans and specifications shall be approved by the Railroad and by the Agency before any contracts are awarded by the Agency and before any work is done by the Railroad. All construction and work done by the parties shall be in accordance with the approved plans and specifications.

3. To secure Illinois Commerce Commission approval of the Improvements and to be solely responsible for any additional Railroad or Agency costs associated with changes that may be required by the Illinois Commerce Commission.



4. To furnish and post signs instructing persons to stay on trail and within fenced area.

5. To secure or cause to be secured all property rights required for or incident to the proposed Improvements, including any property rights required for borrow rights, except that provided for in Section 1 of Article I hereof.

6. To make any and all arrangements with Railroad and others that may be necessary for the location and relocation of wire lines, pipelines, and other facilities not owned by the Railroad; provided, however, that the Railroad (a) shall make or cause to be made such changes and rearrangements in its communication lines, signal lines, signals and other facilities as may be necessary at the expense of the Agency and (b) make or cause to be made such changes and rearrangements in the wire lines, pipelines, or other facilities of its tenants or lessees as may be necessary on account of the construction of the improvement. Any such location or relocation to be at the sole cost and expense of the Agency.

7. To furnish or cause to be furnished all labor, materials, tools and equipment and to construct the Improvements, except such work as is to be performed by Railroad, in accordance with the approved plans and specifications.

8. The Agency, its contractor and agents shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ It is agreed that any workers' compensation exclusion does not apply to **Railroad** payments related to the Federal Employers Liability Act or a **Railroad** Wage Continuation Program or similar programs and any payments made are deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law.
- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Any exclusions related to the explosion, collapse and underground hazards shall be removed.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

- B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
- ◆ Bodily injury and property damage
  - ◆ Any and all vehicles owned, used or hired
- C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:
- ◆ Statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
  - ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- D. Railroad Protective Liability insurance naming only the **Railroad** as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy Shall be issued on a standard ISO form CG 00 35 10 93 and include the following:
- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
  - ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
  - ◆ Endorsed to remove any exclusion for punitive damages.
  - ◆ No other endorsements restricting coverage may be added.
  - ◆ The original policy must be provided to the **Railroad** prior to performing any work or services under this Agreement

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

The Agency and its contractor agree to waive their right of recovery against **Railroad** for all claims and suits against **Railroad**. In addition, their insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railroad** for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. The Agency and its contractor further waive their right of recovery, and their insurers also waive their right of subrogation against **Railroad** for loss of its owned or leased property or property under The Agency and its contractor's care, custody or control.

The Agency and its contractor's insurance policies through policy endorsement, must include wording which states that the policy shall be primary and non-contributing with respect to any insurance carried by **Railroad**. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) shall include a severability of interest endorsement and **Railroad** shall be named as an additional insured with respect to work performed under this agreement. Severability of interest and naming **Railroad** as additional insured shall be indicated on the certificate of insurance.

The Agency and its contractor are not allowed to self-insure without the prior written consent of **Railroad**. If granted by **Railroad**, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by the Agency and its contractor in lieu of insurance. Any and all **Railroad** liabilities that would otherwise, in accordance with the provisions of this **Agreement**, be covered by the Agency and its contractor's insurance will be covered as if the Agency and its contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, the Agency and its contractor shall furnish to **Railroad** an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify **Railroad** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Railroad arising out of this agreement, The Agency at its contractor will make available any required policy covering such claim or lawsuit.

Any insurance policy shall be written by a reputable insurance company acceptable to **Railroad** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

The Agency and its contractor represent that this **Agreement** has been thoroughly reviewed by the Agency and its contractor's insurance agent(s)/broker(s), who have been instructed by the Agency and its contractor to procure the insurance coverage required by this **Agreement**. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above. Not more frequently than once every five years, **Railroad** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by the Agency and its contractor, the Agency and its contractor shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming **Railroad** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify **Railroad** to the same extent and under the same terms and conditions as the Agency and its contractor are required to release, defend and indemnify **Railroad** herein.

Failure to provide evidence as required by this section shall entitle, but not require, **Railroad** to terminate this **Agreement** immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of the Agency and its contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by the Agency and its contractor shall not be deemed to release or diminish the liability of the Agency and its contractor including, without limitation, liability under the indemnity provisions of this *Agreement*. Damages recoverable by *Railroad* shall not be limited by the amount of the required insurance coverage.

For purposes of this section, *Railroad* shall mean "Burlington Northern Santa Fe Corporation", "The Burlington Northern and Santa Fe Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

**9. AGENCY SHALL AND WILL AND DOES HEREBY AGREE, INsofar AS PERMITTED BY LAW, TO ASSUME AND DISCHARGE, AND INDEMNIFY, DEFEND AND SAVE HARMLESS, AND CAUSE AGENCY'S CONTRACTORS AND SUBCONTRACTORS TO ASSUME AND DISCHARGE, AND INDEMNIFY, DEFEND AND SAVE HARMLESS, THE RAILROAD AND THE SUCCESSORS AND ASSIGNS THEREOF, FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, COST, EXPENSE, CLAIMS, JUDGMENTS, OR ATTORNEY'S FEES FOR OR ON ACCOUNT OF PERSONAL INJURIES TO OR DEATH OF PERSONS OR DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY, DIRECTLY OR INDIRECTLY CAUSED BY, DUE TO ARISING OUT OF, OR IN CONNECTION WITH, THE CONSTRUCTION, MAINTENANCE OPERATION, USE, REMOVAL OR EXISTENCE OF THE IMPROVEMENTS, HEREIN DESCRIBED, REGARDLESS OF THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF THE RAILROAD.**

10. The Agency warrants that it will not levy any special tax nor assessments to pay any claims or judgments referred to in Paragraph 7 of this Article II herein above, which may arise as a direct result of the construction, maintenance operation, use, removal of the Improvements herein described.

11. Prior to commencement of any work on Railroad's property, the Agency shall require its contractor to indemnify and hold Railroad harmless or provided for in Exhibit "C-1" and comply with all terms in Exhibit "C" and all work on said project to be performed in a manner that will not endanger the safety of the Railroad or interfere with the operation thereof. If, in the opinion of the Railroad, the operation of the Agency's contractor is endangering the safety of the Railroad's operation, Railroad may immediately order the termination of further work on Railroad's premises, until the dangerous condition has been corrected, without liability on the Railroad's part.

12. To reimburse the Railroad promptly upon receipt of properly computed and compiled statements for costs incurred for work done by the Railroad in accordance with the provisions of this Agreement.

In the event the Agency shall for any reason cancel or terminate its contract and abandon the construction of said improvement or in the event the Agency's contractor shall stop work thereon for a period of sixty (60) calendar days, other than seasonal suspensions authorized by

the Agency, for reason over which the Agency or contractor has control, and the Agency has not prepared to re-let or resume work under the contract, the Railroad shall have the right to restore its property to the condition existing prior to commencement of work on said Improvement. The Agency agrees to reimburse Railroad for all expenses incurred by Railroad for such restoration by Railroad.

### **ARTICLE III**

#### **AGENCY AND RAILROAD MUTUALLY AGREE:**

1. That all work contemplated in this Agreement shall be mutually scheduled and coordinated, commenced promptly and completed without undue delay. All work shall be performed in a good workmanlike manner.

2. The parties hereto agree that no benefits will accrue to the Railroad due to the construction or use of said improvements.

3. The maintenance of the Improvements shall be as follows:

A. Agency to inspect, maintain and repair improvements.

B. Agency will, at its sole cost and expense, remove drift and debris from under Railroad's bridge, within and adjacent to the portion of the bridge containing the trail underpass.

C. Agency will, at its sole cost and expense, remove and obliterate graffiti on Railroad bridge structure, within and adjacent to the portion of the bridge containing the trail underpass, and repair any damage caused by persons passing under the structure.

D. If required by Railroad, Agency will temporarily close the underpass for such time as determined by Railroad and/or remove any portion of trail enclosure that Railroad may deem necessary to be removed, to allow Railroad maintenance of bridge. Agency shall bear all costs associated with the repair, replacement or reinstallation of the Underpass.

E. If at some time Railroad rebuilds Bridge, any additional costs in the design and reconstruction to accommodate the trail will be at the cost of the Agency. Any cost associated with the removal of the trail during the new bridge construction will be by the Agency. Should Railroad ever redesign structure such that ballast could fall unto Improvements, Railroad may require the Agency to modify the Improvements to provide protection from falling debris at Agency's sole cost.

4. Either the Railroad or the Agency may terminate the Agreement and License for any reason upon 30 days' advanced written notice to the Railroad. Railroad may immediately terminate the Agreement and License in the event the Agency does not maintain the required insurance as provided for in Section 7 of Article II hereof.

5. If this Agreement or License is terminated by Agency for any reason, or is terminated by Railroad due to (i) Agency's failure to maintain the insurance required in Section 7 of Article II hereof or (ii) Agency's breach of any obligations set forth in this Agreement, all Improvements located upon Railroad's property constructed or suffered by Agency shall, at Railroad's sole option, become Railroad's sole and exclusive property, or upon written notice by Railroad, shall be removed and the subject real property shall be restored to its original condition at the sole cost and expense of Agency, such removal and restoration to be performed by Agency or by Railroad, as Railroad shall in its sole discretion so designate. If this Agreement or License is terminated by Railroad for any reason other than as specified in (i) or (ii) in the preceding sentence, all Improvements located upon Railroad's property constructed or suffered by Agency shall become Railroad's sole and exclusive property, but Agency shall have no obligation to remove such Improvements or to restore the property to its original condition, or to bear the expense thereof.

6. In the event Agency breaches any obligations set forth in this Agreement, which breach is not cured within ten (10) days from the date of written notice from Railroad to Agency at Railroad's option, and upon written notice to Agency, from Railroad may terminate this License Agreement and the use and enjoyment of the subject real property by Agency or its invitees.

7. For the purposes of this Agreement, all persons, firms and entities on or upon the subject real property shall be deemed Agency's invitees.

8. The books, papers, and accounts of the parties hereto, so far as they relate to items of expense, labor and materials, or are in any way connected with the work herein contemplated, shall at all reasonable times during regular office hours be open to inspection and audit by agents and authorized representative of the parties hereto for a period of three (3) years from the date final payment has been received by the Railroad.

9. This Agreement shall be binding upon and inure to the benefit of the Railroad, its successors and assigns, and upon and to the successors and assigns of the Agency, however, Agency shall not assign this Agreement without the prior written consent of the Railroad.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement in duplicate the day and year first above written.

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

**BNSF RAILWAY COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_